Lease Agreement Between Columbia Public Schools and Daniel Boone Regional Library

To assist Grant Elementary School in obtaining convenient, quality parking for its staff, Columbia Public Schools agrees to rent twelve parking spaces from Daniel Boone Regional Library. These spaces are in the library parking lot at Garth and Walnut streets. Spaces will be rented from September through May at the rate of $480 per month.

LEASE AGREEMENT
BETWEEN COLUMBIA PUBLIC SCHOOLS AND DANIEL BOONE REGIONAL LIBRARY

1. Term

The Columbia 93 School District (hereinafter "CPS") agrees to lease twelve (12) parking spaces in the far (east) end of the Parking Lot A located at Garth and Walnut Street sin Columbia, MO (hereinafter "Premises"), owned by Daniel Boone Regional Library (hereinafter "Library"), commencing on the 10th day of September, 2013 and ending on the 31st day of December, 2013, inclusive (the "Initial Lease Term"), for a total rental sum of $1,920.00. The Premises are to be used only as parking spaces for the vehicles of Grant Elementary School staff.

2. Rent

The first payment under this lease agreement will be made September 11, 2013. Thereafter, payment will be made on the first day of each month. Monthly payment will be in the amount of $480.00 ($40/space for 12 parking spaces). The final payment will be made on December 1, 2013.

3. Termination

CPS and Library acknowledge that this lease agreement will terminate on December 31, 2013. Should the parties wish to enter into a similar lease agreement for the period of January 2-May 31, 2014, the parties agree to meet prior to December 1, 2013, to discuss the terms of such agreement.

4. Signs/Identification

CPS will furnish a hangtag for each Grant staff member to display while parking on the Premises. CPS will also create signage to display on the Premises indicating which 12 spaces are reserved for Grant Elementary staff use and that use is reserved for Grant staff vehicles from 7:00 a.m. to 5:00 p.m. Monday-Friday.

5. Vehicles

Any vehicle on the Premises not displaying a CPS hangtag may be towed away at its owner's expense. Before any vehicle is towed, Library will contact Ms. Wingert or her designee to determine if the vehicle's owner is a Grant staff member. No commercial trucks, trailers, mobile homes, boats, boat trailers,

campers, tents, or any other form or type of recreational or work vehicles will be parked on the Premises.

6. Governmental Authority

CPS and Library shall comply with all laws, health codes, and regulations of all pertinent municipal, state, and federal authorities.

7. Condition of Premises

CPS and Library have inspected and know the condition of the Premises and accept the same in its present condition. Library agrees to maintain Premises in a manner that promotes the health and safety of CPS lessees and Library patrons. At the expiration of the Initial Lease Term, CPS shall surrender the Premises in as good condition as when originally rented.

8. Right of Entry

Library shall have the right to enter the Premises at reasonable hours to examine the same and to do anything Library may be required to do under this Lease or which Library may deem necessary for the good of the Premises. Library agrees that should Premises need any repair that would take more than 12 hours to complete, it will make reasonable efforts to schedule such repair during the CPS Winter Break (December 23, 2013-January 2, 2014).

9. Insurance and Indemnification

Prior to September 11, 2013, CPS will provide Library with CPS's certificate of insurance. CPS covenants at all times to hold Library harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any Grant Elementary staff member or his/her property while on the leased Premises. This includes but is not limited to vehicle accidents, vehicle damage, or theft of vehicle or property therein.

10. Binding Effect

This Lease shall be binding upon the parties and on their respective representatives and assigns; provided, however, that this paragraph shall not be construed to permit any assignments or transfers of this lease by ether party.

11. Governing Law and Severability

By their signatures below, CPS and Library are bound by all laws governing this agreement in the State of Missouri. If any provision of this Lease Agreement shall be determined to be invalid by any court of competent jurisdiction, the remaining portions of this Lease Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have read understand and agree to the terms and conditions set forth in this Residential Lease Agreement and have set their signatures this _____ day of _____, 2013.

_____

Signature of the President of the Board of Education, Columbia 93 School District

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Signature of the Secretary of the Board of Education, Columbia 93 School District

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Signature of Director, Daniel Boone Regional Library